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STATUTORY PENALTIES, RESTITUTION AND SENTENCING

2. The statutory maximum sentence that the Court can impose for a violation of:

a. Title 18, United States Code, Section 1344 is: 30 years imprisonment; a 5-year period of supervised release; a fine of not more than a \$1,000,000; and a mandatory special assessment of \$100;

b. Title 18, United States Code, Section 1956(a)(1)(i) is: 20 years imprisonment; a 3-year period of supervised release; a fine of not more than \$500,000 or twice the value of the property involved in the transaction, whichever is greatest; and a mandatory special assessment of \$100.

c. Title 26, United States Code, Section 7206(1) is: 3 years imprisonment; a 1-year period of supervised release; a fine of not more than \$250,000; and a mandatory special assessment of \$100.

Therefore, the total maximum sentence for all offenses to which defendant is pleading guilty is 53 years imprisonment; a five-year period of supervised release; a fine of \$1.75 million dollars, or twice the value of the property involved in the money laundering transaction, which ever is greatest; and a mandatory special assessment of \$300.

3. Defendant understands that defendant will be required to pay full restitution to the victims of the offense. Defendant agrees that defendant will not seek the discharge of any restitution obligation, in whole or in part, in any present or future bankruptcy proceeding.

4. Defendant understands that the Court is required to consider the United States Sentencing Guidelines ("U.S.S.G." or "Sentencing Guidelines") among other factors in determining defendant's sentence. Defendant understands, however, that the Sentencing

Guidelines are only advisory, and that after considering the Sentencing Guidelines, the Court may be free to exercise its discretion to impose any reasonable sentence up to the maximum set by statute for the crimes of conviction.

5. Defendant understands that the U.S. Probation Office ("Probation Office") will conduct a pre-sentence investigation and will recommend to the Court an advisory Sentencing Guidelines range. For the purpose of calculating an advisory Sentencing Guidelines range, the parties agree to the following Base Offense Level and specific offense characteristic, which the parties recommend be considered by the Court at the time of sentencing:

Base Offense Level	:	33	[U.S.S.G. § 2S1.1(a)(1)&2B1.1]
Specific Offense Characteristic	:	+2	[U.S.S.G. § 2S1.1(b)(2)(B) - Conviction under 18 U.S.C. § 1356]
Acceptance of Responsibility	:	-3	[U.S.S.G. § 3E1.1]

The parties reserve the right to argue that additional specific offense characteristics, adjustments and departures are appropriate. Defendant understands that the Probation Office's recommendations do not bind the Court and that the parties' recommendations or agreements do not bind the Court or the Probation Office. Defendant understands that, if the Court does not follow any of the parties' recommendations or agreements made by the parties, she does not have the right to withdraw his plea of guilty. Defendant understands and acknowledges that she could receive up to the maximum penalties provided by law if the Court so determines.

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DEFENDANT'S OBLIGATIONS

6. Defendant agrees that she will:

a. Not knowingly and willfully fail to:

- (i) appear as ordered for all court appearances;
- (ii) surrender as ordered for service of sentence;
- (iii) obey all conditions of any bond; and
- (iv) obey any other ongoing court order in this matter;

b. Not knowingly and willfully fail to be truthful at all times with Pretrial

Services, the U.S. Probation Office, and the Court;

c. Pay the applicable special assessment at or before the time of sentencing unless defendant lacks the ability to pay;

d. To fill out and deliver to the USAO a completed financial statement listing defendant's assets on a form provided by the United States Attorney's Office;

e. In connection with her bankruptcy proceeding in Case No. 3:06-bk32802:

(1) Defendant waives her right to a bankruptcy discharge in Case No. 3:06-bk-32802. Defendant agrees that she will not seek to discharge, modify, or change the treatment of any claims scheduled in Case No. 3:06-bk-32802, or any claims which could have been scheduled in Case No. 3:06-BK-32802, or in any other bankruptcy proceedings, whether filed under Chapter 7, 11, or 13;

~~(2) If defendant files a subsequent bankruptcy case, the filing of the case will not invoke the automatic stay and will not prevent any action against defendant with regard to any claims scheduled or any claims that could have been scheduled or filed in Case No. 3:06-~~

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~~bk-32802. Any future bankruptcy case shall have no effect upon the defendant's waiver of
discharge in bankruptcy Case No. 3:06-bk-32802.~~

(3) Defendant shall cooperate with the bankruptcy trustee in Case No. 3:06-bk-32802 and shall file defendant with the bankruptcy court an itemization and accounting, made under oath and signed by defendant, detailing each transaction which defendant spent, transferred, conveyed, used, or invested the funds that defendant embezzled during the bank fraud to which she is pleading guilty in Count One of the indictment. Such itemization shall be filed no later than 30 days prior to defendant's sentencing.

f. Within three months of entering a guilty plea pursuant to this agreement, to file with the Internal Revenue Service ("IRS") corrected and accurate Federal income tax returns for tax years 2001 through 2006;

7. Defendant further agrees that she is not a prevailing party as defined by the Hyde Amendment, Public Law 105-119, Title VI, Nov. 26, 1997 (set forth as a statutory note under 18 U.S.C. § 3006A) and hereby expressly waives filing any suit or asserting any claim against the United States, including its agents and employees, under this provision.

THE USAO'S OBLIGATIONS

8. If defendant complies fully with all defendant's obligations under this agreement, the USAO agrees that, at the time of sentencing, to move to dismiss counts 2-37, 39-52, 54-55 of the indictment. Defendant agrees, however, that at the time of sentencing the Court may consider the dismissed counts in determining the applicable Sentencing Guidelines range, where the sentence

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should fall within that range, the propriety and extent of any departure from that range, and the determination of the sentence to be imposed after consideration of the sentencing guidelines and all other relevant factors.

WAIVER OF APPEAL AND COLLATERAL ATTACK

9. To the extent permitted by law, Defendant gives up the right to appeal her conviction. To the extent permitted by law, Defendant further gives up the right to appeal the sentence imposed by the Court, and the manner in which the sentence is determined, provided that the sentence is within the statutory maximum. Notwithstanding the foregoing, defendant retains the ability to appeal the substantive reasonableness of any sentence imposed by the Court in this case. Defendant further understands that the government retains its right and/or duty to appeal the sentence. However, if the government files such an appeal, Defendant shall be released from the above waiver of appellate rights. To the extent permitted by law, Defendant further waives and gives up any right to bring a post-conviction collateral attack on the conviction or sentence.

NO OTHER AGREEMENTS

10. Except as set forth herein, there are no promises, understandings or agreements between the USAO and defendant or defendant's counsel. This agreement binds only the USAO and does not bind any other federal, state or local prosecuting authority.

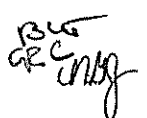
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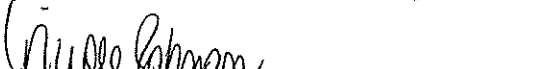
DEFENDANT'S ACKNOWLEDGMENT

11. By signing this agreement, the defendant acknowledges that he has read this agreement, that he has carefully discussed the terms of this agreement with his attorney, and that he understands and accepts those terms voluntarily, without duress or coercion, and of his own free will.

GREGORY D. LOCKHART
United States Attorney



MONA GUERRIER
BRENT G. TABACCHI
Assistant United States Attorney



NICOLE JOHNSON
Defendant



CHRISTOPHER R. CONARD
Attorney for NICOLE JOHNSON

11/13/2007
Date

11/13/07'
Date

November 13, 2007
Date

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Exhibit A

Statement of Facts for Nicole Johnson

From approximately 2001 until July 2005, Nicole Johnson served as a vice-president for JP Morgan Chase Bank, N.A., and its predecessor entity, Bank One (collectively, "JP Morgan"). Given this position of trust, JP Morgan permitted Johnson to provide certain services to its customers -- namely, handling client requests to open, and draw funds on, personal and commercial lines of credit with the bank. Once JP Morgan approved a customer's request to open a line of credit, Johnson served as that customer's primary contact for obtaining advances on this loan. Through her activities with JP Morgan, Johnson gained access to customers' loan documents, which often contained, among other things, their personal identifying information, including names, dates of birth, social security numbers, and employer identification numbers.

Beginning in 2001, Johnson improperly used her position with the bank -- and resulting access to customer information -- to embezzle in excess of \$5 million from JP Morgan, which she improperly used to purchase property, clothing, and vacations. More precisely, Johnson improperly accessed identifying information, such as the names, social security numbers, and employer identification numbers, of existing JP Morgan customers. Without the knowledge or authorization of these entities and individuals, which included over ten physicians in the Dayton-area, Johnson used their identifying information to complete and submit in their names fraudulent line of credit applications to JP Morgan. Relying upon Johnson's false representations that the applications were not only authorized but also genuine, JP Morgan approved the fraudulent applications and opened line of credit accounts in the names of these customers.

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Johnson then improperly drew funds from these fraudulent line of credit accounts that she had created at JP Morgan. Most notably, Johnson prepared and submitted debit slips or advance requests purportedly from the JP Morgan customers, seeking to draw funds on the fraudulent line of credit accounts. Relying on the fraudulent paperwork that Johnson submitted, JP Morgan posted the purportedly requested funds to its general ledger account. Johnson then caused JP Morgan's funds to be transferred from its general ledger account to her personal bank accounts or bank accounts under her control. From her personal bank accounts, Johnson improperly spent the money, purchasing properties, clothing, jewelry, and vacations for herself and her family.

To prevent JP Morgan and its customers from learning that she had created fraudulent line of credit accounts, Johnson caused the monthly bank statements and other paperwork reflecting these improper transactions to be mailed from JP Morgan to a Post Office Box address that she had opened in Montgomery County, Ohio.

To further conceal the initial fraudulent line of credit accounts, Johnson opened additional fraudulent line of credit accounts in the names of other JP Morgan customers. Johnson improperly drew funds from these newly created accounts to pay off not only older fraudulent line of credit accounts but also the improper withdrawals from legitimate accounts. As part of this concealment process, Johnson caused millions of dollars in improperly obtained funds to be wired between various JP Morgan accounts. For instance, on or about July 5, 2002, Johnson conducted a financial transaction affecting interstate commerce – namely, the wiring of transfer of \$1,002,187.41 from her JP Morgan Account Number XXXXX8282 to JP Morgan Account Number XXXXXXXX7426.


Additionally, Johnson failed to report on income tax returns the funds that she had

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improperly embezzled from JP Morgan. For instance, on or about January 12, 2004, Johnson willfully made and subscribed an United States Individual Tax Return Form 1040 for tax year 2002 ("the 2002 Return") -- which was verified by a written declaration that it was made under the penalties of perjury and was filed with the Internal Revenue Service -- that she did not believe to be true and correct to every material matter set forth therein in that the return falsely stated her total income for tax year 2002. At the time Johnson willfully made and subscribed the 2002 Return, she then and there well knew and believed that the statements concerning her total income for tax year 2002 were false in that she had received income from her embezzlement from JP Morgan, in addition to the income that she actually reported in the 2002 Return. In total, Johnson failed to report income generating a tax loss to the Federal government in excess of \$1 million.

At all times relevant to this case, the Federal Deposit Insurance Corporation insured the deposits of JP Morgan.

AGREED AND ACCEPTED:



NICOLE JOHNSON
Defendant



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